

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**FEE APPLICATION COVER SHEET**

IN RE: Bed Bath & Beyond Inc., et al.<sup>1</sup> APPLICANT: Kroll Restructuring Administration LLC  
CASE NO.: 23-13359 (VFP) CLIENT: Chapter 11 Debtors  
CHAPTER: 11 CASE FILED: April 23, 2023

**COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION  
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. §1746.**

**RETENTION ORDER ATTACHED.**

/s/ Shira D. Weiner 11/01/2023  
SHIRA D. WEINER DATE

**COMBINED MONTHLY AND FINAL  
APPLICATION OF KROLL RESTRUCTURING ADMINISTRATION LLC FOR  
ALLOWANCE OF COMPENSATION FOR PROFESSIONAL SERVICES RENDERED  
AND FOR REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES  
INCURRED DURING (I) THE MONTHLY FEE PERIOD FROM SEPTEMBER 1,  
2023 THROUGH SEPTEMBER 29, 2023; AND (II) THE FINAL FEE PERIOD  
FROM APRIL 23, 2023 THROUGH AND INCLUDING SEPTEMBER 29, 2023**

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<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

**SECTION I – FEE SUMMARY**

Combined Monthly and Final Fee Application Covering the Periods:

Monthly: September 1, 2023 through and including September 29, 2023 (the “*Monthly Fee Period*”)

Final: April 23, 2023 through and including September 29, 2023 (the “*Final Fee Period*”)

	FEES	EXPENSES
TOTAL PREVIOUSLY REQUESTED	\$82,959.75	\$0.00
TOTAL ALLOWED TO DATE	\$0.00	\$0.00
TOTAL PREVIOUS HOLDBACK	\$15,894.54	\$0.00
TOTAL RECEIVED	\$66,367.80	\$0.00
TOTAL CURRENT FEE APPLICATION	\$106,759.80 <sup>2</sup>	\$0.00
TOTAL OUTSTANDING	\$39,694.59	\$0.00

**Summary of Hours Billed by Kroll Employees During the Monthly Fee Period**

Name of Professional and Title	Hours	Rate	Fee
1. Brunswick, Gabriel Director	0.80	\$245.00	\$196.00
2. Orchowski, Alex T Director of Solicitation	22.20	\$245.00	\$5,439.00
3. Brown, Mark M Solicitation Consultant	6.80	\$220.00	\$1,496.00
4. Crowell, Messiah L Solicitation Consultant	11.50	\$220.00	\$2,530.00
5. Lewenson, Justin Solicitation Consultant	8.70	\$220.00	\$1,914.00
6. Liu, Calvin L Solicitation Consultant	36.40	\$220.00	\$8,008.00
7. Quinn, Tim R Senior Consultant	0.60	\$195.00	\$117.00
8. Chan, Andrew Q Consultant	0.30	\$180.00	\$54.00
9. Floyd, Tiffany M Consultant	2.70	\$180.00	\$486.00
10. Lim, Rachel Consultant	1.40	\$180.00	\$252.00
11. Pagan, Chanel C Consultant	1.50	\$180.00	\$270.00

<sup>2</sup> This amount includes all fees previously requested plus an additional \$23,800.05 on account of fees incurred during the Monthly Fee Period.

<b>Name of Professional and Title</b>	<b>Hours</b>	<b>Rate</b>	<b>Fee</b>
12. Dedhia, Nidhi Consultant	2.50	\$175.00	\$437.50
13. Ahmad, Nabeela Consultant	0.30	\$160.00	\$48.00
14. Bote, Mayur Consultant	6.10	\$160.00	\$976.00
15. Gogde, Mansi Consultant	3.00	\$160.00	\$480.00
16. Gurav, Anagha Consultant	0.80	\$160.00	\$128.00
17. Jain, Shikhar Consultant	5.20	\$160.00	\$832.00
18. Markesinis, Ioannis N Consultant	1.00	\$160.00	\$160.00
19. Mishra, Anju Consultant	0.70	\$160.00	\$112.00
20. More, Namrata Consultant	2.80	\$160.00	\$448.00
21. Pawar, Sakshi Consultant	1.00	\$160.00	\$160.00
22. Shaikh, Khairunnisa Consultant	4.70	\$160.00	\$752.00
23. Tawde, Medhavi Consultant	0.20	\$160.00	\$32.00
24. Velandy, Theertha Consultant	3.70	\$160.00	\$592.00
25. De Souza, Delicia Consultant	0.50	\$150.00	\$75.00
26. Goveas, Nitisha Consultant	0.80	\$150.00	\$120.00
27. Hernandez, Raymond Consultant	3.30	\$100.00	\$330.00
<b>TOTALS</b>	<b>129.50</b>		<b>\$26,444.50<sup>3</sup></b>
<b>BLENDED RATE</b>		<b>\$204.20</b>	

**Summary of Hours Billed by Kroll Employees During the Final Fee Period**

<b>Name of Professional and Title</b>	<b>Hours</b>	<b>Rate</b>	<b>Fee</b>
1. Brunswick, Gabriel Director	2.20	\$245.00	\$539.00

<sup>3</sup> This amount has been discounted to \$23,800.05 in accordance with the terms of Kroll's retention. Taking into account this discount, the blended hourly rate is \$183.78.

<b>Name of Professional and Title</b>	<b>Hours</b>	<b>Rate</b>	<b>Fee</b>
2. Bitman, Oleg Director	2.70	\$205.00	\$553.50
3. Kesler, Stanislav Director of Solicitation	1.50	\$245.00	\$367.50
4. Lonergan, Senan L Director of Solicitation	0.80	\$245.00	\$196.00
5. Orchowski, Alex T Director of Solicitation	55.20	\$245.00	\$13,524.00
6. Sharp, David Director of Solicitation	0.20	\$245.00	\$49.00
7. Brodeur, Sarah Solicitation Consultant	2.40	\$220.00	\$528.00
8. Brown, Mark M Solicitation Consultant	23.10	\$220.00	\$5,082.00
9. Crowell, Messiah L Solicitation Consultant	58.50	\$220.00	\$12,870.00
10. Gache, Jean Solicitation Consultant	2.20	\$220.00	\$484.00
11. Gray, Ackheem J Solicitation Consultant	0.70	\$220.00	\$154.00
12. Lewenson, Justin Solicitation Consultant	95.60	\$220.00	\$21,032.00
13. Liu, Calvin L Solicitation Consultant	132.30	\$220.00	\$29,106.00
14. Scully, Nickesha C Solicitation Consultant	1.50	\$220.00	\$330.00
15. Steinberg, Zachary Solicitation Consultant	1.00	\$220.00	\$220.00
16. Taatjes, Hayden S Solicitation Consultant	4.50	\$220.00	\$990.00
17. Ziffer, Jordan Solicitation Consultant	5.00	\$220.00	\$1,100.00
18. Quinn, Tim R Senior Consultant	0.60	\$195.00	\$117.00
19. Ra, Justin J Senior Consultant	6.60	\$195.00	\$1,287.00
20. Akter, Sonia Consultant	0.80	\$180.00	\$144.00
21. Chan, Andrew Q Consultant	3.10	\$180.00	\$558.00
22. Floyd, Tiffany M Consultant	6.80	\$180.00	\$1,224.00
23. Lim, Rachel Consultant	9.60	\$180.00	\$1,728.00
24. Pagan, Chanel C Consultant	14.60	\$180.00	\$2,628.00

<b>Name of Professional and Title</b>	<b>Hours</b>	<b>Rate</b>	<b>Fee</b>
25. Dedhia, Nidhi Consultant	5.00	\$175.00	\$875.00
26. Ahmad, Nabeela Consultant	2.30	\$160.00	\$368.00
27. Bote, Mayur Consultant	10.40	\$160.00	\$1,664.00
28. Gogde, Mansi Consultant	11.50	\$160.00	\$1,840.00
29. Gurav, Anagha Consultant	6.80	\$160.00	\$1,088.00
30. Jain, Shikhar Consultant	6.30	\$160.00	\$1,008.00
31. Kar, Monika Consultant	17.20	\$160.00	\$2,752.00
32. Markesinis, Ioannis N Consultant	2.20	\$160.00	\$352.00
33. Mishra, Anju Consultant	13.50	\$160.00	\$2,160.00
34. More, Namrata Consultant	9.60	\$160.00	\$1,536.00
35. Pawar, Sakshi Consultant	7.00	\$160.00	\$1,120.00
36. Shaikh, Khairunnisa Consultant	15.00	\$160.00	\$2,400.00
37. Shaikh, Zia Consultant	5.40	\$160.00	\$864.00
38. Spiegel, James Consultant	13.50	\$160.00	\$2,160.00
39. Tawde, Medhavi Consultant	3.40	\$160.00	\$544.00
40. Velandy, Theertha Consultant	15.50	\$160.00	\$2,480.00
41. De Souza, Delicia Consultant	0.50	\$150.00	\$75.00
42. Goveas, Nitisha Consultant	1.30	\$150.00	\$195.00
43. Hernandez, Raymond Consultant	3.30	\$100.00	\$330.00
<b>TOTALS</b>	<b>581.20</b>		<b>\$118,622.00<sup>4</sup></b>
<b>BLENDED RATE</b>		<b>\$204.10</b>	

<sup>4</sup> This amount has been discounted to \$106,759.80 in accordance with the terms of Kroll's retention. Taking into account this discount, the blended hourly rate is \$183.69.

FEE TOTALS (Before Discount)	\$118,622.00
FEE TOTALS (After Discount, Page 7)	\$106,759.80
DISBURSEMENTS TOTALS (Page 8)	\$0.00
TOTAL FEE APPLICATION	\$106,759.80

<p style="text-align: center;"><b>SECTION II</b>  <b>SUMMARY OF SERVICES</b>  <b>For Final Fee Application Period</b>  <b>June 1, 2020 Through and Including November 30, 2020</b></p>
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Services Rendered	Hours	Fee
a) Asset Analysis and Recovery	0.00	\$0.00
b) Asset/Business Disposition	0.00	\$0.00
c) Business Operations	0.00	\$0.00
d) Case Administration	0.00	\$0.00
e) Claims Administration and Objections	0.00	\$0.00
f) Due Diligence	0.00	\$0.00
g) Employee Benefits/Pensions	0.00	\$0.00
h) Fee/Employment Applications	2.20	\$539.00
i) Fee/Employment Objections	0.00	\$0.00
j) Financing	0.00	\$0.00
k) Litigation (Other than Avoidance Action Litigation)	0.00	\$0.00
l) Avoidance Action Litigation	0.00	\$0.00
m) Meetings of Creditors	0.00	\$0.00
n) Plan and Disclosure Statement	0.00	\$0.00
o) Relief from Stay Proceedings	0.00	\$0.00
p) Regulatory Compliance	0.00	\$0.00
q) Travel	0.00	\$0.00
r) Accounting/Auditing	0.00	\$0.00
s) Business Analysis	0.00	\$0.00
t) Corporate Finance and Valuation	0.00	\$0.00
u) Data Analysis	0.00	\$0.00
v) Litigation Consulting	0.00	\$0.00
w) Reconstruction Accounting	0.00	\$0.00
x) Tax Issues	0.00	\$0.00
y) Other (specify category):	0.00	\$0.00
Ballots	252.70	\$46,474.00
Call Center / Credit Inquiry	147.70	\$32,594.00
Disbursements	17.20	\$3,546.50
Solicitation	161.40	\$35,468.50
<b>SERVICES TOTALS</b>	<b>581.20</b>	<b>\$118,622.00<sup>5</sup></b>

<sup>5</sup> This amount has been discounted to \$106,759.80 in accordance with the terms of Kroll's retention.

**SECTION III  
SUMMARY OF DISBURSEMENTS**

**For Final Fee Period**

**April 23, 2023 Through and Including September 29, 2023**

<b>Disbursements</b>	<b>Amount</b>
a) Computer Assisted Legal Research Westlaw	\$0.00
b) Facsimile (with rates) Rate per Page \$1.00 (Max. \$1.00/pg.)	\$0.00
c) Long Distance Telephone	\$0.00
d) In-House Reproduction No. of Pages ( ); Rate per Page \$0.10 (Max. 10¢/pg.)	\$0.00
e) Outside Reproduction	\$0.00
f) Outside Research	\$0.00
g) Filing/Court Fees	\$0.00
h) Court Reporting	\$0.00
i) Travel	\$0.00
j) Courier & Express Carriers (e.g., Federal Express) Federal Express Messenger Service	\$0.00
k) Postage	\$0.00
l) Other (Explain): After Hours Transportation	\$0.00
m) Other (Explain): Overtime Meals	\$0.00
<b>DISBURSEMENTS TOTAL</b>	<b>\$0.00</b>



**SECTION IV  
CASE HISTORY**

(NOTE: Items (3) through (6) are not applicable to applications under 11 U.S.C. § 506)

- (1) Date cases filed: April 23, 2023
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: Order signed June 1, 2023, effective as of the Petition Date (Annex copy of order(s).) **See Exhibit A.**  
If limit on number of hours or other limitations to retention, set forth: N/A
- (4) Summarize in brief the benefits to the estate and attach supplements as needed:
  - (A) Responding to inquiries from Debtors' counsel regarding solicitation of the Debtors' plan;
  - (B) Reviewing and analyzing materials in preparation for the upcoming solicitation of the Debtors' plan;
  - (C) Coordinating and executing wire transfers from the bid deposit account;
  - (D) Processing incoming ballots and performing quality assurance reviews of same;
  - (E) Responding to inquiries from creditors and nominees regarding solicitation of the Debtors' plan;
  - (F) Updating the case website to provide for electronic balloting;
  - (G) Preparing interim voting reports for circulation to case professionals;
  - (H) Preparing the voting declaration;
  - (I) Preparing for, traveling to, and attending the confirmation hearing as the voting declarant;
  - (J) Reviewing and analyzing the Debtors' plan in preparation for future disbursements;
  - (K) Reviewing and revising the Debtors' application to retain Kroll as administrative advisor filed at Docket No. 349; and
  - (L) Preparing and filing Kroll's monthly fee statements.

**INVOICES ITEMIZING SERVICES RENDERED ARE ATTACHED AS EXHIBIT "B."**

- (5) Anticipated distribution to creditors:

- (a) Administration expense: To be paid in accordance with the *Second Amended Joint Chapter 11 Plan of Bed Bath & Beyond Inc. and Its Debtor Affiliates* (the “Plan”). See Exhibit A to the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement on a Final Basis and (II) Confirming the Second Amended Joint Chapter 11 Plan of Bed Bath & Beyond Inc. and Its Debtors Affiliates* [Docket No. 2172]
  - (b) Secured creditors: To be paid in accordance with the Plan.
  - (c) Priority creditors: To be paid in accordance with the Plan.
  - (d) General unsecured creditors: To be paid in accordance with the Plan.
- (6) Final disposition of case and percentage of dividend paid to creditors (if applicable): On September 14, 2023, the Court entered an order confirming the Plan. Distributions to creditors will be made in accordance with the Plan.

<u>/s/ Shira D. Weiner</u>	<u>11/01/2023</u>
SHIRA D. WEINER	Date

KROLL RESTRUCTURING ADMINISTRATION LLC

55 East 52<sup>nd</sup> Street, 17<sup>th</sup> Floor

New York, New York 10055

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Email: [legal@kbs.kroll.com](mailto:legal@kbs.kroll.com)

*Administrative Advisor to the Debtors  
and Debtors-in-Possession*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

IN RE: Bed Bath & Beyond Inc., et al.<sup>1</sup>      APPLICANT: Kroll Restructuring Administration LLC  
CASE NO.: 23-13359 (VFP)      CLIENT: Chapter 11 Debtors  
CHAPTER: 11      CASE FILED: April 23, 2023

**COMBINED MONTHLY AND FINAL  
APPLICATION OF KROLL RESTRUCTURING ADMINISTRATION LLC FOR  
ALLOWANCE OF COMPENSATION FOR PROFESSIONAL SERVICES RENDERED  
AND FOR REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES  
INCURRED DURING (I) THE MONTHLY FEE PERIOD FROM SEPTEMBER 1,  
2023 THROUGH SEPTEMBER 29, 2023; AND (II) THE FINAL FEE PERIOD  
FROM APRIL 23, 2023 THROUGH AND INCLUDING SEPTEMBER 29, 2023**

**TO: HONORABLE VINCENT F. PAPALIA  
UNITED STATES BANKRUPTCY JUDGE**

Kroll Restructuring Administration LLC (“**Kroll**”), administrative advisor for the debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (these “**Chapter 11 Cases**”), submits this combined monthly and final application (this “**Application**”) pursuant to sections 327, 330(a), 331 and 503(b) of title 11 of the United States Code (as amended, the “**Bankruptcy Code**”), Rule 2016 of the Federal Rules of Bankruptcy

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<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.’s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.’s principal place of business and the Debtors’ service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

Procedure (the “**Bankruptcy Rules**”) and Rule 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the “**Local Bankruptcy Rules**”) for: (a) compensation in the amount of \$23,800.05 for professional services rendered and reimbursement of actual and necessary expenses incurred by Kroll in the amount of \$0.00 during the monthly period of September 1, 2023 through and including September 29, 2023 (the “**Monthly Fee Period**”); and (b) final allowance of compensation in the amount of \$106,759.80 for professional services rendered and reimbursement of actual and necessary expenses incurred by Kroll in the amount of \$0.00 during the period of April 23, 2023 through and including September 29, 2023 (the “**Final Fee Period**”). In support of this Application, Kroll respectfully states as follows:

### **Jurisdiction**

1. The United States Bankruptcy Court for the District of New Jersey (the “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 dated as of September 18, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this proceeding and this Motion is proper under 28 U.S.C. §§ 1408 and 1409.

### **Background**

#### *A. General Background*

2. On April 23, 2023 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the Court.

3. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On May 5, 2023, the United States Trustee for the District of New Jersey (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (the “**Committee**”) pursuant to section 1102 of the

Bankruptcy Code. As of the filing of this Application, no trustee or examiner has been requested or appointed in these Chapter 11 Cases.

B. *Retention and Disinterestedness of Kroll*

4. On June 1, 2023, the Court filed the *Order Authorizing the Debtors' Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date* [Docket No. 605] (the “**Retention Order**”), approving the Debtors' employment of Kroll. Pursuant to the Retention Order, Kroll is authorized to be compensated on an hourly basis for services rendered to the Debtors and reimbursed for actual and necessary expenses incurred by Kroll in connection therewith.

5. On May 17, 2023, the Court entered the *Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court* [Docket No. 377] (the “**Interim Compensation Order**”). Pursuant to the Interim Compensation Order, Professionals (as defined therein), are authorized to be paid eighty (80%) percent of fees and one-hundred (100%) percent of expenses requested in monthly fee statements that are to be filed with the Court, subject to a fourteen-day objection deadline. The Interim Compensation Order further provides that at four-month intervals Professionals (as defined therein) may file interim applications for allowance of compensation and reimbursement of expenses of the amount sought in the monthly fee statements, including the twenty (20%) percent holdback pursuant to section 331 of the Bankruptcy Code.

6. On September 14, 2023, this Court entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement on a Final Basis and (II) Confirming the Second Amended Joint Chapter 11 Plan of Bed Bath & Beyond Inc. and Its*

*Debtor Affiliates* [Docket No. 2172], which confirmed the *Second Amended Joint Chapter 11 Plan of Bed Bath & Beyond Inc. and Its Debtor Affiliates* [Docket No. 2172, Ex. A] (as may be further amended, modified or supplemented, the “**Plan**”). On September 29, 2023, the Debtors filed the *Notice of (I) Entry of the Order (A) Approving the Disclosure Statement on a Final Basis and (B) Confirming the Second Amended Joint Chapter 11 Plan of Bed Bath & Beyond Inc. and Its Debtor Affiliates and (II) Occurrence of Effective Date* [Docket No. 2311], which stated that the effective date of the Plan occurred on September 29, 2023.

7. As disclosed in the *Declaration of Benjamin J. Steele in Support of Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date* (the “**Steele Declaration**”) [Docket No. 349, Ex.B], Kroll does not have any materially adverse connection to the Debtors, their creditors or other relevant parties and is a disinterested person as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. Kroll may have relationships with certain of the Debtors’ creditors as vendors or in connection with cases in which Kroll serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for another chapter 11 debtor.

8. Certain of Kroll’s professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in these cases. Such firms include Kirkland & Ellis LLP; Weil, Gotshal & Manges LLP; O’Melveny & Myers LLP; Mayer Brown LLP; Fried, Frank, Harris, Shriver & Jacobson LLP; Bracewell LLP; Curtis, Mallet-Prevost, Colt & Mosle LLP; Baker & Hostetler LLP; Togut, Segal & Segal LLP; Gibson, Dunn & Crutcher LLP; Willkie Farr & Gallagher LLP; Jones Day; Searrman & Sterling LLP; KPMG LLP; PricewaterhouseCoopers LLC; Epiq Bankruptcy Solutions, LLC; Donlin, Recano &

Company, Inc. and Kurtzman Carson Consultants LLC. Additionally, James Waldron, former Clerk of the United States Bankruptcy Court for the District of New Jersey joined Kroll as Senior Advisor in March 2017. Except as disclosed in the Steele Declaration, these professionals did not work on any matters involving the Debtors while employed by their previous firms.

9. Kroll performed the services for which it seeks compensation by this Application on behalf of or for the Debtors and their estates, and not on behalf of any committee, creditor, or other entity.

10. Kroll has received no payment and no promises for payment from any source, other than the Debtors, for services rendered or to be rendered in any capacity whatsoever in connection with these Chapter 11 Cases.

11. Pursuant to Bankruptcy Rule 2016(b), Kroll has not shared, nor has Kroll agreed to share, (a) any compensation it has received or may receive with another party or person other than with partners, directors, managers, employees, or affiliates of Kroll or (b) any compensation another person or party has received or may receive from the Debtors.

**Disclosure of Compensation and Requested Award**

12. By this Application, Kroll requests (a) an award for the Monthly Fee Period of \$23,800.05 for fees for services rendered and \$0.00 for reimbursement of actual expenses; (b) an award for the Final Fee Period of \$106,759.80 for fees for services rendered and \$0.00 for reimbursement of actual expenses incurred; and (c) payment of an aggregate amount of \$98,910.36, which, as of the date hereof, is be the total amount of fees and expenses for services rendered during the Final Fee Period for which Kroll has not yet been paid.

13. Kroll prepared monthly fee applications as filed with this Court at Docket Nos. 1497, 2034 and 2308 (each a “**Monthly Fee Application**,” and collectively, the “**Monthly**

**Fee Applications**”) for the months covering April 2023 through August 2023. The Monthly Fee Applications sought approval of fees in the aggregate amount of \$82,959.75 and expenses in the aggregate amount of \$0.00.

14. In addition, Kroll incurred fees in the amount of \$23,800.05 and expenses in the amount of \$0.00 during the period from September 1, 2023 through September 29, 2023. Kroll has not filed a monthly fee application for such amounts and hereby requests allowance and approval of payment of such amounts.

15. The fees sought in this Application reflect an aggregate of 581.20 hours expended by Kroll professionals during the Final Fee Period rendering necessary and beneficial services to the Debtors at a blended average discounted hourly rate of \$183.69. Kroll maintains computerized records of the time expended in the performance of the services required by the Debtors and their estates. These records are maintained in the ordinary course of Kroll’s practice.

16. Kroll’s hourly rates are set at a level designed to fairly compensate Kroll for the work of its professionals and to cover routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions and are consistent with the rates charged elsewhere. Kroll regularly reviews its bills to ensure that the Debtors are only billed for services that were actual and necessary.

17. This Application is Kroll’s final request for compensation for services rendered and reimbursement of expenses incurred as administrative advisor to the Debtors.

#### **Summary of Professional Services**

18. To provide a meaningful summary of services rendered on behalf of the Debtors and their estates, Kroll has established, in accordance with the U.S. Trustee Guidelines



and its internal billing procedures, subject matters in connection with these Chapter 11 Cases. Kroll incurred fees for service rendered during the Final Fee Period in the following subject matters: (A) Ballots; (B) Call Center / Credit Inquiry; (C) Disbursements; (D) Retention / Fee Applications; and (E) Solicitation. The following is a summary of the services provided to the Debtors by subject matter:<sup>2</sup>

**A. Ballots**

Total Fees: \$46,474.00; Total Hours: 252.70

19. Ballots services provided included processing incoming ballots, including receiving, reviewing and analyzing incoming ballots for timeliness and validity, inputting ballots into the voting database and auditing same, and providing technical support for processing of electronically filed ballots.

**B. Call Center / Creditor Inquiry**

Total Fees: \$32,594.00; Total Hours: 147.70

20. Call Center / Credit Inquiry services provided included: (a) responding to creditor inquiries regarding solicitation, including related to the voting deadline, balloting, and distributions; and (b) performing quality assurance reviews of inquiry responses.

**C. Disbursements**

Total Fees: \$3,546.50; Total Hours: 17.20

21. Disbursements services provided included: (a) coordinating and executing wire transfers from the bid deposit account; and (b) reviewing and analyzing the Debtors' plan in preparation for future disbursements.

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<sup>2</sup> This summary of services rendered during the Final Fee Period is not intended to be a detailed or exhaustive description of the work performed by Kroll. More detailed descriptions of the work performed in the Final Fee Period, categorized by subject matter, and those day-to-day services and the time expended in performing such services are set forth in the detailed time records attached hereto as **Exhibit B**.

**D. Retention / Fee Applications**

Total Fees: \$539.00; Total Hours: 2.20

22. Retention / Fee Application services provided included drafting, revising and causing to be filed the Monthly Fee Applications, as well as reviewing and providing comments to the application to employ and retain Kroll as administrative advisor to the Debtors.

**E. Solicitation**

Total Fees: \$35,468.50; Total Hours: 161.40

23. Solicitation services provided by Kroll included: (a) conferring and coordinating among the Kroll case team and Debtors' counsel regarding the solicitation of the Plan; (b) reviewing and analyzing the solicitation materials and approved procedures to be implemented in solicitation; (c) responding to inquiries from Debtors' counsel regarding solicitation; (d) updating the case website to provide for electronic balloting; (e) creating and formatting preliminary voting reports for circulation to Debtors' counsel; (f) preparing the vote declaration and performing quality assurance review of same; and (g) preparing for, traveling to, and attending the confirmation hearing as the voting declarant.

**Reasonable and Necessary Services Rendered by Kroll**

24. The foregoing services rendered by Kroll to the Debtors during the Monthly Period and the Final Fee Period were reasonable, necessary, and appropriate. In addition, **Exhibit B** hereto: (a) identifies the individuals that rendered services in each subject matter set forth above; (b) describes each activity or service that each individual performed; and (c) states the number of hours (in increments of tenths of an hour) spent by each individual providing the services; and (d) as applicable, a list of the expenses, by type and amount.

**Actual and Necessary Expenses Incurred by Kroll**

25. Kroll did not incur any actual and necessary expenses during the Monthly Fee Period or during the Final Fee Period.

**Relief Requested and the Basis Therefor**

26. Section 331 of the Bankruptcy Code provides for interim compensation of professionals and incorporates the substantive standards of section 330 of the Bankruptcy Code to govern the Court's award of such compensation. Section 330 of the Bankruptcy Code provides that a court may award a professional employed under section 327 of the Bankruptcy Code "reasonable compensation for actual, necessary services rendered . . . and reimbursement for actual, necessary expenses." 11 U.S.C. § 327.

27. Section 330 of the Bankruptcy Code contains two separate criteria, and before determining the reasonableness of the services rendered, the Court must make a threshold inquiry into its necessity. *See In re Engle*, 190 B.R. 206, 209 (Bankr. D.N.J. 1995); see also *In re Fleming Cos.*, 304 B.R. 85, 89 (D. Del. 2003) (discussing a two-tiered approach to determine whether compensation should be allowed – first "the court must be satisfied that the attorney performed actual and necessary services" and second, "the court must assess a reasonable value for those services."). The majority of courts that have interpreted section 330 of the Bankruptcy Code have held that an element of whether such services are "necessary" is whether they benefitted the bankruptcy estate. *Engel*, 190 B.R. at 209. Further, the test for determining necessity is objective, focusing on what services a reasonable lawyer would have performed under the same circumstances. *See In re APW Enclosure Sys., Inc.*, No. 06-11378 (MFW), 2007 WL 3112414, at \*3 (Bankr. D. Del. 2007) (citing *In re Ames Dep't Stores, Inc.*, 76 F.3d 66, 72 (2d Cir. 1996)). This test does not rely on hindsight to determine the ultimate success or failure of the attorneys' actions. *See id.* (citing *Keate v. Miller (In re Kohl)*, 95 F.3d 713, 714 (8th Cir. 1996)).

28. Once the Court determines that the services were necessary, it also assesses the reasonable value of the services. See 11 U.S.C. § 330(a)(3). Specifically, section 330(a)(3) of the Bankruptcy Code sets forth the criteria for the award of such compensation and reimbursement. In determining the amount of reasonable compensation to be awarded, the Court should consider the nature, extent, and the value of such services, taking into account all relevant factors, including:

- a. the time spent on such services;
- b. the rates charged for such services;
- c. whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- d. whether the services were performed within a reasonable amount of time commensurate with the complexity, importance and nature of the problem, issue, or task addressed;
- e. with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and experience in the bankruptcy field; and
- f. whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3).

29. In determining the reasonableness of fees, courts in this Circuit routinely “employ the twelve factors set forth in *Johnson v. GA Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974).” *Staino v. Cain (In re Lan Assocs. XI, L.P.)*, 192 F.3d 109, 123 (3d Cir. 1999). These factors include: (i) the time and labor required; (ii) the novelty and difficulty of the

questions involved; (iii) the skill required to perform the legal service properly; (iv) the preclusion of employment by the attorney due to acceptance of the case; (v) the customary fee charged; (vi) whether the fee is fixed or contingent; (vii) time limitations imposed by the client or the circumstances; (viii) the amount involved and the results obtained; (ix) the experience, reputation and ability of the attorneys; (x) the undesirability of the case; (xi) the nature and length of the professional relationship with the client; and (xii) awards in similar cases. *Id.* at 123 n.8.

30. In these Chapter 11 Cases, Kroll respectfully submits that the services for which it seeks compensation in this Application were necessary for and beneficial to the Debtors and their estates and were rendered to protect and preserve the Debtors' estates. Additionally, Kroll respectfully submits that the services rendered to the Debtors were performed economically, effectively, and efficiently and that the results obtained to date have benefited not only the Debtors but all stakeholders in these Chapter 11 Cases. Kroll further submits that the compensation requested herein is reasonable in light of the nature, extent, and value of such services to the Debtors, their estates, and all parties-in-interest.

31. As demonstrated by the Application and all of the exhibits submitted in support hereof, Kroll professionals spent their time economically and without unnecessary duplication. In addition, the work conducted was carefully assigned to appropriate employees according to the experience and level of expertise required for the particular task.

32. In summary, the services rendered by Kroll were necessary and beneficial to the Debtors and their estates, and were performed in a timely manner commensurate with the complexity, importance, novelty, and nature of the issues involved.

33. Accordingly, Kroll respectfully submits that approval of the compensation sought herein is warranted.

**Notice**

34. Notice of this Application has been given in accordance with the Interim Compensation Order. Kroll submits that no other or further notice need be given in light of the circumstances of these Chapter 11 Cases.

**No Prior Request**

35. No prior application for the relief requested herein has been made to this or any other court.

WHEREFORE, Kroll respectfully requests that the Court grant the Application and such other and further relief as is just and proper.

Dated: November 1, 2023

Respectfully submitted,

KROLL RESTRUCTURING  
ADMINISTRATION LLC

By: /s/ Shira D. Weiner

Shira D. Weiner

Gabriel Brunswick

55 East 52<sup>nd</sup> Street, 17<sup>th</sup> Floor

New York, New York 10055

Telephone: (212) 257-5450

Email: shira.weiner@kroll.com

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*Administrative Advisor to the Debtors and  
Debtors-in-Possession*

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Email: legal@kbs.kroll.com

*Administrative Advisor to the Debtors  
and Debtors-in-Possession*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

IN RE: Bed Bath & Beyond Inc., et al.<sup>1</sup>      APPLICANT: Kroll Restructuring Administration LLC  
CASE NO.: 23-13359 (VFP)      CLIENT: Chapter 11 Debtors  
CHAPTER: 11      CASE FILED: April 23, 2023

**VERIFICATION**

STATE OF NEW YORK      )  
   )      SS:  
COUNTY OF NEW YORK      )

I, Shira D. Weiner, after being duly sworn according to law, depose and say:

1. I am the General Counsel of Kroll Restructuring Administration LLC.
2. I am generally familiar with the work performed on behalf of the Debtors by Kroll professionals.
3. The facts set forth in the foregoing Application are true and correct to the best of my knowledge, information, and belief.

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<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

4. I have reviewed the requirements of Local Rule 2016-3 of the United States Bankruptcy Court for the District of New Jersey, and to the best of my knowledge, information and belief, the foregoing Application complies with such Local Rule.



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Shira D. Weiner

SWORN TO AND SUBSCRIBED before me this 1st day of November, 2023.

/s/ GABRIEL BRUNSWICK

Notary Public, State of New York

No. 02BR6323242

Qualified in Kings County

Certificate Filed in New York County

Commission Expires Apr. 20, 2027



**Exhibit A – Kroll Retention Order**

**DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP****KIRKLAND & ELLIS INTERNATIONAL LLP**Joshua A. Sussberg, P.C. (admitted *pro hac vice*)Emily E. Geier, P.C. (admitted *pro hac vice*)Derek I. Hunter (admitted *pro hac vice*)

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**COLE SCHOTZ P.C.**

Michael D. Sirota, Esq.

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wusatine@coleschotz.com

fyudkin@coleschotz.com

*Proposed Co-Counsel for Debtors and Debtors in Possession*

In re:

BED BATH & BEYOND INC., *et al.*,Debtors.<sup>1</sup>

Order Filed on June 1, 2023

by Clerk

U.S. Bankruptcy Court

District of New Jersey

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

**ORDER AUTHORIZING THE DEBTORS' EMPLOYMENT AND RETENTION OF KROLL  
RESTRUCTURING ADMINISTRATION LLC AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE  
PETITION DATE**

The relief set forth on the following pages, numbered three (3) through eight (8), is hereby **ORDERED**.

**DATED: June 1, 2023**

A handwritten signature in black ink, appearing to read "Vincent F. Papalia".

**Honorable Vincent F. Papalia  
United States Bankruptcy Judge**

<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

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Debtors: BED BATH & BEYOND INC., *et al.*  
Case No. 23-13359 (VFP)  
Caption of Order: Order Authorizing the Debtors' Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

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Upon the *Debtors' Application for Entry of an Order Authorizing the Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date* [Docket No. 349] (the "Application"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order"), pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1, authorizing the Debtors to employ and retain Kroll Restructuring Administration LLC ("Kroll") so that it may perform services as administrative advisor ("Administrative Advisor") effective as of the Petition Date; all as more fully set forth in the Application; and upon the First Day Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and upon the Declaration of Benjamin J. Steele in support thereof; and the Court being satisfied that Kroll does not hold or represent any interest adverse to the Debtors, their estates, or their creditors, and is a disinterested person within the meaning of sections 327 and 101(14) of the Bankruptcy Code, and that said

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

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Debtors: BED BATH & BEYOND INC., *et al.*  
Case No. 23-13359 (VFP)  
Caption of Order: Order Authorizing the Debtors' Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

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employment would be in the best interest of the Debtors, their respective estates and creditors, and all parties-in-interest, and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, and the Court having been advised that all formal and informal objections to the Motion have been resolved, **IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** to the extent set forth herein.
2. The Debtors are authorized to retain Kroll as Administrative Advisor, effective as of the Petition Date, pursuant to section 327(a) of the Bankruptcy Code and under the terms of the Engagement Agreement attached hereto as **Exhibit 1**, and Kroll is authorized to perform the bankruptcy administration services described in the Application and set forth in the Engagement Agreement.
3. Any services Kroll will provide relating to the Debtors' schedules of assets and liabilities and statements of financial affairs shall be limited to administrative and ministerial services. The Debtors shall remain responsible for the content and accuracy of their schedules of assets and liabilities and statements of financial affairs.
4. Kroll is authorized to take all actions necessary to comply with its duties as Administrative Advisor as described in the Application and set forth in the Engagement Agreement.

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Debtors: BED BATH & BEYOND INC., *et al.*  
Case No. 23-13359 (VFP)  
Caption of Order: Order Authorizing the Debtors' Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

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5. Kroll shall apply to the Court for allowance of compensation and reimbursement of expenses incurred in its capacity as Administrative Advisor in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in these cases regarding professional compensation and reimbursement of expenses.

6. The Debtors shall indemnify Kroll under the terms of the Engagement Agreement, as modified pursuant to this Order.

7. Kroll shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

8. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Kroll, or provide contribution or reimbursement to Kroll, for any claim or expense that is either: (i) judicially determined to have arisen from Kroll's gross negligence, willful misconduct, bad faith, self-dealing, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Kroll's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Kroll should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement, as modified by this Order.

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Debtors:	BED BATH & BEYOND INC., <i>et al.</i>
Case No.	23-13359 (VFP)
Caption of Order:	Order Authorizing the Debtors' Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

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9. If, before the earlier of the entry of an order (i) confirming a chapter 11 plan in these Chapter 11 Cases (that determination having become final) or (ii) closing these Chapter 11 Cases, Kroll believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement, as modified by this Order, including the advancement of defense costs, Kroll must file an application therefor in this Court, and the Debtors may not pay any such amounts to Kroll before the entry of an order of this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Kroll for indemnification, contribution, or reimbursement and is not intended to limit the duration of the Debtors' obligation to indemnify Kroll. All parties in interest shall retain the right to object to any demand by Kroll for indemnification, contribution, or reimbursement.

10. The limitation of liability section in paragraph 10 of the Engagement Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

11. Notwithstanding anything to the contrary contained in the Engagement Agreement, including paragraph 6 thereof, by this Order, the Court is not authorizing Kroll to establish financial accounts with financial institutions on behalf of the Debtors.

12. Notwithstanding anything to the contrary contained in the Engagement Agreement, the 1.5% late charge in paragraph 2(c) of the Engagement Agreement shall not be assessed during the pendency of these Chapter 11 Cases.

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Debtors: BED BATH & BEYOND INC., *et al.*  
Case No. 23-13359 (VFP)  
Caption of Order: Order Authorizing the Debtors' Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

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13. Notwithstanding anything to the contrary contained in the Engagement Agreement, including paragraph 15 thereof, the Court shall have exclusive jurisdiction over Kroll's engagement during the pendency of these Chapter 11 Cases, and the Arbitration clause shall have no force or effect during the pendency of these Chapter 11 Cases.

14. Notwithstanding anything to the contrary contained in the Engagement Agreement, including paragraph 2(h) thereof, Kroll shall provide at least ten (10) days' notice of any increases in its billing rates, subject to the parties in interest's right to object to any such increases, including, but not limited to, the reasonableness standard provided in section 330 of the Bankruptcy Code, and this Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

15. Notwithstanding anything to the contrary in the Engagement Agreement, in the event that any of these Chapter 11 Cases convert to a case under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to such case or cases shall have no obligation to continue the engagement of Kroll. Additionally, paragraph 3(b) of the Engagement Agreement (indicating that Kroll will continue to be paid, notwithstanding conversion of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code) shall be of no force and effect with respect to the services provided by Kroll pursuant to this Order.

16. Notwithstanding anything in the Application or any supporting declarations, including the Steele Declaration, to the contrary, Kroll shall seek reimbursement from the Debtors' estates for its engagement-related expenses at Kroll's actual costs paid.

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Debtors: BED BATH & BEYOND INC., *et al.*  
Case No. 23-13359 (VFP)  
Caption of Order: Order Authorizing the Debtors' Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

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17. Notwithstanding anything in the Application or any supporting declarations, including the Steel Declaration, to the contrary, Kroll, to the extent that Kroll engages the services of independent contractors, subcontractors, or employees of foreign affiliates or subsidiaries (collectively, the "Contractors") in these Chapter 11 Cases, shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that Kroll pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflicts checks as required for Kroll; (d) file with this Court disclosures pertaining to such engagement of Contractor services as required pursuant to Bankruptcy Rule 2014; and (e) attach any such Contractor's invoices to its monthly fee statements, interim fee applications, and/or final fee applications filed in these Chapter 11 Cases.

18. Kroll shall not seek reimbursement of any fees or costs arising from the defense of its fee applications in these Chapter 11 Cases.

19. To the extent applicable, Kroll shall exclude the Debtors' bankruptcy cases and related information, as well as information regarding any of the Debtors' non-Debtor affiliates, from any file sharing arrangement with Xclaim, Inc. or any other entity operating a marketplace or similar service to facilitate trade or resolution of claims held against bankruptcy or insolvent entities.

20. In the event of any inconsistency between the Engagement Agreement and this Order, this Order shall govern.

21. The Debtors and Kroll are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.



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Debtors: BED BATH & BEYOND INC., *et al.*  
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22. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

23. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

24. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Exhibit 1**

**Engagement Agreement**



## Kroll Restructuring Administration LLC Engagement Agreement

This Agreement is entered into as of January 20, 2023 between Kroll Restructuring Administration LLC ("**Kroll**") and Bed Bath & Beyond Inc. (together with its affiliates and subsidiaries, the "**Company**").<sup>1</sup>

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. Services

- (a) Kroll agrees to provide the Company with consulting services regarding legal noticing, claims management and reconciliation, plan solicitation, balloting, disbursements, preparation of schedules of assets and liabilities and statements of financial affairs, communications, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement) and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the "**Services**").
- (b) The Company acknowledges and agrees that Kroll will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "**Company Parties**") with respect to providing Services hereunder. The parties agree that Kroll may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company.
- (c) The Company agrees and understands that Kroll shall not provide the Company or any other party with legal advice.

### 2. Rates, Expenses and Payment

- (a) Kroll will provide the Services on an as-needed basis and upon request or agreement of the Company, in each case in accordance with the rate structure attached hereto and incorporated by reference herein (the "**Rate Structure**"); provided, however that Kroll will provide a discount of 10% off the attached hourly rates. The Company agrees to pay for reasonable out of pocket expenses incurred by Kroll in connection with providing Services hereunder.
- (b) The Rate Structure sets forth individual unit pricing for each of the Services. The Company may request separate Services or all of the Services.
- (c) Kroll will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Kroll may require advance or direct payment from the Company before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

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<sup>1</sup> The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



- (d) In case of a good faith dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Kroll within 10 days of receipt of the invoice. The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
- (e) The Company shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Company or the Company Parties.
- (f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Kroll or paid by Kroll to a taxing authority.
- (g) Upon execution of this Agreement, the Company shall pay Kroll an advance of \$100,000. Kroll may use such advance against unpaid fees and expenses hereunder. Kroll may use the advance against all prepetition fees and expenses, which advance then shall be replenished immediately by the Company to the original advance amount; thereafter, Kroll may hold such advance to apply against unpaid fees and expenses hereunder.
- (h) Kroll reserves the right to make reasonable increases to the Rate Structure on an annual basis effective on the first business day of each year. If such annual increases represent an increase greater than 10% from the previous year's levels, Kroll shall provide 30 days' notice to the Company of such increases.

### **3. Retention in Bankruptcy Case**

- (a) If the Company commences a case pursuant to title 11 of the United States Code (the "**Bankruptcy Code**"), the Company promptly shall file applications with the Bankruptcy Court to retain Kroll (i) as claims and noticing agent pursuant to 28 U.S.C. § 156(c) and (ii) as administrative advisor pursuant to section 327(a) of the Bankruptcy Code for all Services that fall outside the scope of 28 U.S.C. § 156(c). The form and substance of such applications and any order approving them shall be reasonably acceptable to Kroll.
- (b) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Kroll will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

### **4. Confidentiality**

- (a) The Company and Kroll agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the party's possession or known to it, independently developed, lawfully obtained from a third party or required to be disclosed by law, then a party shall bear no responsibility for publicly disclosing such information.
- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.



## **5. Property Rights**

Kroll reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "**Property**") furnished by Kroll for itself or for use by the Company hereunder. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Kroll hereunder.

## **6. Bank Accounts**

At the request of the Company or the Company Parties, Kroll shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. To the extent that certain financial products are provided to the Company pursuant to Kroll's agreement with financial institutions, Kroll may receive compensation from such institutions for the services Kroll provides pursuant to such agreement.

## **7. Term and Termination**

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Kroll that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Kroll invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the retainer held by Kroll where Kroll reasonably believes it will not be paid.
- (b) If this Agreement is terminated after Kroll is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Kroll of its duties under such retention, which order shall be in form and substance reasonably acceptable to Kroll.
- (c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Kroll hereunder.
- (d) If this Agreement is terminated, Kroll shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Kroll shall provide the necessary staff, services and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Rate Structure.

## **8. No Representations or Warranties**

Kroll makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.



## 9. Indemnification

- (a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Kroll and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the ***"Indemnified Parties"***) from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, ***"Losses"***) resulting from, arising out of or related to Kroll's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- (b) Kroll and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The Company's indemnification of Kroll hereunder shall exclude Losses resulting from Kroll's gross negligence or willful misconduct.
- (d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

## 10. Limitations of Liability

Except as expressly provided herein, Kroll's liability to the Company for any Losses, unless due to Kroll's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company for the portion of the particular work that gave rise to the alleged Loss. In no event shall Kroll's liability to the Company for any Losses arising out of this Agreement exceed the total amount actually paid to Kroll for Services provided hereunder. In no event shall Kroll be liable for any indirect, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

## 11. Company Data

- (a) The Company is responsible for, and Kroll does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Kroll and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, **"SOFAs and Schedules"**). Kroll bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.
- (b) The Company agrees, represents and warrants to Kroll that before delivery of any information to Kroll: (i) the Company has full authority to deliver such information to Kroll; and (ii) Kroll is authorized to use such information to perform Services hereunder.
- (c) Any data, storage media, programs or other materials furnished to Kroll by the Company may be retained by Kroll until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Kroll under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Kroll. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the



Company has not utilized Kroll's Services for a period of 90 days or more, Kroll may dispose of any such materials, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice; provided that undeliverable mail may be disposed of upon closing of the case without notice to the client. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information provided by the Company to Kroll.

- (d) If Kroll is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media or other materials shall comply with any applicable court orders and rules or clerk's office instructions.
- (e) Kroll may use Company's name and logo on its website and in its promotional materials to state that Company is a customer of Kroll and its Services during and after the term of this Agreement.

## **12. Non-Solicitation**

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of Kroll during the term of this Agreement and for a period of 12 months after termination thereof unless Kroll provides prior written consent to such solicitation or retention.

## **13. Force Majeure**

Whenever performance by Kroll of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Kroll's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

## **14. Choice of Law**

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

## **15. Arbitration**

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in New York, New York in accordance with the United States Arbitration Act.

## **16. Integration; Severability; Modifications; Assignment**

- (a) Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals,



understandings, agreements and communications between the parties relating to the subject matter hereof.

- (b) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Kroll.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Kroll may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

#### **17. Effectiveness of Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

#### **18. Notices**

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Kroll:           Kroll Restructuring Administration LLC  
55 East 52nd Street, 17th Floor  
New York, NY 10055  
Attn:   Legal Department  
Tel:     (212) 257-5450  
Email:  [Legal@kbs.kroll.com](mailto:Legal@kbs.kroll.com)

If to the Company:   Bed Bath & Beyond Inc.  
650 Liberty Ave.  
Union, New Jersey 07083  
Attn: David Kastin  
Tel: 908-688-0888  
Email: [david.kastin@bedbath.com](mailto:david.kastin@bedbath.com)

With a copy to:       Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022  
Attn:   Emily E. Geier  
Tel:     (212) 446-6429  
Email:  [emily.geier@kirkland.com](mailto:emily.geier@kirkland.com)





IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

**Kroll Restructuring Administration LLC**

A handwritten signature in blue ink, appearing to read "Shira Weiner".

By: Shira Weiner  
Title: General Counsel

Bed Bath & Beyond Inc.

A handwritten signature in black ink, appearing to read "David Kastin".

By: David Kastin  
Title: EVP - Chief Legal Officer



## RATES

Quality.  
Partnership.  
Expertise.  
Innovation.

### Claim and Noticing Rates

TITLE	HOURLY RATE
<b>Analyst</b> The Analyst processes incoming proofs of claim, ballots and return mail, and physically executes outgoing mailings with adherence to strict quality control standards.	\$30 - \$60
<b>Technology Consultant</b> The Technology Consultant provides database support for complex reporting requests and administers complicated variable data mailings.	\$35 - \$110
<b>Consultant/Senior Consultant</b> The Consultant is the day-to-day contact for mailings, updates the case website, prepares and executes affidavits of service, responds to creditor inquiries and maintains the official claim register, including processing of claims objections and transfers. Consultants have between three and five years of experience.  The Senior Consultant directs the data collection process for the master mailing list and Schedules & SOFA, oversees all mailings, performs quality control checks on all claims and ballots, and generates claim and ballot reports. Senior Consultants average over five years of experience.	\$65 - \$195
<b>Director</b> The Director is the lead contact for the company, counsel and advisors on the case engagement and oversees all aspects of the bankruptcy administration, including managing the internal case team. In many instances, the executives of Kroll Restructuring Administration will serve in this role at this rate. Directors have over ten years of experience and are typically former restructuring attorneys or paralegals.	\$175 - \$245

#### About Kroll

As the leading independent provider of risk and financial advisory solutions, Kroll leverages our unique insights, data and technology to help clients stay ahead of complex demands. Kroll's global team continues the firm's nearly 100-year history of trusted expertise spanning risk, governance, transactions and valuation. Our advanced solutions and intelligence provide clients the foresight they need to create an enduring competitive advantage. At Kroll, our values define who we are and how we partner with clients and communities. Learn more at [kroll.com](https://kroll.com).



## RATES

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### Solicitation, Balloting and Tabulation Rates

TITLE	HOURLY RATE
<p>Solicitation Consultant</p> <p>The Solicitation Consultant reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. In addition, the Solicitation Consultant prepares customized reports relating to voting and other corporate events (such as exchange offers and rights subscriptions) and interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and other communications. Solicitation Consultants average over five years of experience.</p>	\$220
<p>Director of Solicitation</p> <p>The Director of Solicitation is the lead consultant in the plan solicitation process. The Director oversees and coordinates soliciting creditor votes on a plan of reorganization and will attest to solicitation processes and results. The Director also advises on public securities noticing and related actions, including voting, exchange offers, treatment elections, rights subscriptions and distributions and coordinates with banks, brokers, nominees, their agents and depositories to ensure the smooth execution of these processes. Kroll Restructuring Administration's Director of Solicitation has over 15 years of experience and is a former restructuring attorney.</p>	\$245

### Printing & Noticing Services

Printing	\$0.10 per page
Customization/Envelope Printing	\$0.05 each
Document folding and inserting	No charge
Postage/Overnight Delivery	Preferred Rates
Public Securities Events	Varies by Event
Standard E-mail Noticing	No charge
Fax Noticing	\$0.10 per page
Proof of Claim Acknowledgment Card	\$0.10 per card
Envelopes	Varies by Size

### Newspaper and Legal Notice Publishing

Coordinate and publish legal notices	Available on request
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#### About Kroll

As the leading independent provider of risk and financial advisory solutions, Kroll leverages our unique insights, data and technology to help clients stay ahead of complex demands. Kroll's global team continues the firm's nearly 100-year history of trusted expertise spanning risk, governance, transactions and valuation. Our advanced solutions and intelligence provide clients the foresight they need to create an enduring competitive advantage. At Kroll, our values define who we are and how we partner with clients and communities. Learn more at [kroll.com](https://www.kroll.com).



## RATES

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<b>Case Website</b>	
Case Website setup	No charge
Case Website hosting	No charge
Update case docket and claims register	No charge
<b>Client Access</b>	
Access to secure client login (unlimited users)	No charge
Client customizable reports on demand or via scheduled email delivery (unlimited quantity)	No charge
Real time dashboard analytics measuring claim and ballot information and document processing status	No charge
<b>Data Administration and Management</b>	
<i><b>Kroll does not charge for automated processes, encrypted bandwidth and other similar components of overhead.</b></i>	
Inputting proofs of claim and ballots	Standard hourly rates (no per claim or ballot charge)
Electronic Imaging	\$0.12 per image
Data Storage, maintenance and security	\$0.10 per record per month
Virtual Data Rooms	Available on request
<b>On-line Claim Filing Services</b>	
On-line claim filing	No charge
<b>Call Center Services</b>	
Case-specific voice-mail box	No charge
Interactive Voice Response ("IVR")	No charge
Monthly maintenance	No charge
Call center personnel	Standard hourly rates
Live chat	Standard hourly rates
<b>Disbursement Services &amp; Securities Eligibility Services</b>	
Securities Eligibility Services	Available on request
Check issuance and/or Form 1099	Available on request
W-9 mailing and maintenance of EIN/TIN database	Standard rates

### About Kroll

As the leading independent provider of risk and financial advisory solutions, Kroll leverages our unique insights, data and technology to help clients stay ahead of complex demands. Kroll's global team continues the firm's nearly 100-year history of trusted expertise spanning risk, governance, transactions and valuation. Our advanced solutions and intelligence provide clients the foresight they need to create an enduring competitive advantage. At Kroll, our values define who we are and how we partner with clients and communities. Learn more at [kroll.com](https://kroll.com).

Form order – ntcorder

**UNITED STATES BANKRUPTCY COURT**

District of New Jersey  
MLK Jr Federal Building  
50 Walnut Street  
Newark, NJ 07102

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Case No.: 23–13359–VFP  
Chapter: 11  
Judge: Vincent F. Papalia

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Bed Bath & Beyond Inc.  
650 Liberty Avenue  
Union, NJ 07083

Social Security No.:

Employer's Tax I.D. No.:  
11–2250488

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**NOTICE OF JUDGMENT OR ORDER**  
**Pursuant to Fed. R. Bankr. P. 9022**

Please be advised that on June 2, 2023, the court entered the following judgment or order on the court's docket in the above-captioned case:

Document Number: 605 – 349  
Order Granting Application to Employ Kroll Restructuring Administration LLC as Administrative Advisor (Related Doc # 349). Service of notice of the entry of this order pursuant to Rule 9022 was made on the appropriate parties. See BNC Certificate of Notice. Signed on 6/1/2023. (jf)

Parties may review the order by accessing it through PACER or the court's electronic case filing system (CM/ECF). Public terminals for viewing are also available at the courthouse in each vicinage.

Dated: June 2, 2023

JAN: jf

Jeanne Naughton  
Clerk

**Exhibit B – Kroll Time Detail**



**Hourly Fees by Employee through April 2023**

<b><u>Initial</u></b>	<b><u>Employee Name</u></b>	<b><u>Title</u></b>	<b><u>Hours</u></b>	<b><u>Rate</u></b>	<b><u>Total</u></b>
GB	Brunswick, Gabriel	DI - Director	0.40	\$245.00	\$98.00
<b>TOTAL:</b>			<b>0.40</b>		<b>\$98.00</b>

**Hourly Fees by Task Code through April 2023**

<b><u>Task Code</u></b>	<b><u>Task Code Description</u></b>	<b><u>Hours</u></b>	<b><u>Total</u></b>
RETN	Retention / Fee Application	0.40	\$98.00
<b>TOTAL:</b>		<b>0.40</b>	<b>\$98.00</b>

Bed Bath & Beyond Inc.

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Invoice #: 21157

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### Time Detail

<u>Date</u>	<u>Emp</u>	<u>Title</u>	<u>Description</u>	<u>Task</u>	<u>Hours</u>
04/26/23	GB	DI	Review and revise 327 application	Retention / Fee Application	0.40
<b>Total Hours</b>					<b>0.40</b>





### Hourly Fees by Employee through June 2023

<u>Initial</u>	<u>Employee Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
JJR	Ra, Justin J	SC - Senior Consultant	3.40	\$195.00	\$663.00
OB	Bitman, Oleg	DI - Director	1.70	\$205.00	\$348.50
CLL	Liu, Calvin L	SA - Solicitation Consultant	2.10	\$220.00	\$462.00
STK	Kesler, Stanislav	DS - Director of Solicitation	1.50	\$245.00	\$367.50
SLL	Lonergan, Senan L	DS - Director of Solicitation	0.80	\$245.00	\$196.00
ATO	Orchowski, Alex T	DS - Director of Solicitation	7.10	\$245.00	\$1,739.50
<b>TOTAL:</b>			<b>16.60</b>		<b>\$3,776.50</b>

### Hourly Fees by Task Code through June 2023

<u>Task Code</u>	<u>Task Code Description</u>	<u>Hours</u>	<u>Total</u>
DISB	Disbursements	5.10	\$1,011.50
INQR	Call Center / Credit Inquiry	0.80	\$196.00
SOLI	Solicitation	10.70	\$2,569.00
<b>TOTAL:</b>		<b>16.60</b>	<b>\$3,776.50</b>

Bed Bath &amp; Beyond Inc.

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Invoice #: 21621

**Time Detail**

<b><u>Date</u></b>	<b><u>Emp</u></b>	<b><u>Title</u></b>	<b><u>Description</u></b>	<b><u>Task</u></b>	<b><u>Hours</u></b>
06/01/23	ATO	DS	Review responses to inquiries from R. Golden (Kirkland) related to shareholder inquiries	Solicitation	0.40
06/01/23	SLL	DS	Respond to creditor inquiries re shareholder positions	Call Center / Credit Inquiry	0.80
06/25/23	ATO	DS	Respond to inquiries from S. Margolis (Kirkland) related to solicitation	Solicitation	1.20
06/26/23	ATO	DS	Respond to inquiries from S. Margolis (Kirkland) related to solicitation	Solicitation	0.60
06/26/23	ATO	DS	Review and analyze draft disclosure statement motion and accompanying exhibits in preparation for solicitation	Solicitation	4.60
06/26/23	JJR	SC	Confer and correspond with N. Sosnick (K&E) re wire distribution	Disbursements	0.40
06/28/23	JJR	SC	Confer and correspond with N. Sosnick (K&E) re wires	Disbursements	0.40
06/29/23	JJR	SC	Prepare wire distributions	Disbursements	1.80
06/29/23	OB	DI	Quality assurance review of distributions	Disbursements	1.30
06/30/23	ATO	DS	Respond to inquiries from Z. Read (Kirkland) related to the solicitation timeline	Solicitation	0.30
06/30/23	CLL	SA	Review and analyze solicitation materials and procedures to be implemented in upcoming solicitation	Solicitation	1.50
06/30/23	CLL	SA	Review and respond to inquiries from Z. Read (Kirkland) related to revised solicitation and confirmation timeline	Solicitation	0.60
06/30/23	JJR	SC	Prepare wire distribution	Disbursements	0.80
06/30/23	OB	DI	Quality assurance review of distributions	Disbursements	0.40
06/30/23	STK	DS	Review class 3 and 4 ballot in preparation for upcoming solicitation	Solicitation	1.50

**Total Hours                      16.60**



### Hourly Fees by Employee through July 2023

<u>Initial</u>	<u>Employee Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
SA	Akter, Sonia	CO - Consultant	0.80	\$180.00	\$144.00
JJR	Ra, Justin J	SC - Senior Consultant	3.20	\$195.00	\$624.00
OB	Bitman, Oleg	DI - Director	1.00	\$205.00	\$205.00
SABR	Brodeur, Sarah	SA - Solicitation Consultant	1.40	\$220.00	\$308.00
MMB	Brown, Mark M	SA - Solicitation Consultant	6.40	\$220.00	\$1,408.00
AJG	Gray, Ackheem J	SA - Solicitation Consultant	0.70	\$220.00	\$154.00
CLL	Liu, Calvin L	SA - Solicitation Consultant	13.20	\$220.00	\$2,904.00
JZI	Ziffer, Jordan	SA - Solicitation Consultant	4.50	\$220.00	\$990.00
GB	Brunswick, Gabriel	DI - Director	0.60	\$245.00	\$147.00
ATO	Orchowski, Alex T	DS - Director of Solicitation	16.40	\$245.00	\$4,018.00
<b>TOTAL:</b>			<b>48.20</b>		<b>\$10,902.00</b>

### Hourly Fees by Task Code through July 2023

<u>Task Code</u>	<u>Task Code Description</u>	<u>Hours</u>	<u>Total</u>
DISB	Disbursements	10.90	\$2,271.00
RETN	Retention / Fee Application	0.60	\$147.00
SOLI	Solicitation	36.70	\$8,484.00
<b>TOTAL:</b>		<b>48.20</b>	<b>\$10,902.00</b>

Bed Bath &amp; Beyond Inc.

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Invoice #: 21844

**Time Detail**

<b><u>Date</u></b>	<b><u>Emp</u></b>	<b><u>Title</u></b>	<b><u>Description</u></b>	<b><u>Task</u></b>	<b><u>Hours</u></b>
07/05/23	JJR	SC	Confer and correspond with S. Akter (Kroll) re wire distribution	Disbursements	1.30
07/05/23	OB	DI	Review emails and documents related to distributions	Disbursements	0.70
07/06/23	MMB	SA	Review correspondence with A. Orchowski (Kroll) and N. Sosnick (Kirkland) related to solicitation	Solicitation	0.10
07/07/23	CLL	SA	Review and analyze solicitation materials and procedures to be implemented in upcoming solicitation	Solicitation	1.20
07/07/23	MMB	SA	Review correspondence with C. Liu and A. Orchowski (Kroll) and Z. Read (Kirkland) related to solicitation	Solicitation	0.10
07/09/23	CLL	SA	Review and analyze solicitation materials and procedures to be implemented in upcoming solicitation	Solicitation	2.00
07/10/23	ATO	DS	Respond to inquiries from Z. Read (Kirkland) related to solicitation	Solicitation	0.20
07/10/23	ATO	DS	Review and analyze the draft disclosure statement motion and accompanying exhibits in preparation for solicitation	Solicitation	4.10
07/10/23	CLL	SA	Review and analyze solicitation materials and procedures to be implemented in upcoming solicitation	Solicitation	3.80
07/10/23	MMB	SA	Review correspondence with A. Orchowski (Kroll) and Z. Read (Kirkland) related to solicitation	Solicitation	0.10
07/10/23	MMB	SA	Quality assurance review of draft solicitation documents	Solicitation	4.60
07/11/23	ATO	DS	Confer with J. Hughes (Kroll) regarding the upcoming solicitation	Solicitation	0.50
07/13/23	ATO	DS	Review and analyze the draft disclosure statement motion and accompanying exhibits in preparation for solicitation	Solicitation	0.50
07/13/23	CLL	SA	Review and analyze solicitation materials and procedures to be implemented in upcoming solicitation	Solicitation	2.30
07/14/23	ATO	DS	Respond to inquiries from Z. Read (Kirkland) related to solicitation	Solicitation	1.10
07/14/23	ATO	DS	Review and analyze the draft disclosure statement motion and accompanying exhibits in preparation for solicitation	Solicitation	2.00
07/14/23	ATO	DS	Confer with J. Hughes (Kroll) regarding the upcoming solicitation	Solicitation	0.50
07/14/23	CLL	SA	Review and analyze solicitation materials and procedures to be implemented in upcoming solicitation	Solicitation	1.20
07/17/23	ATO	DS	Confer with Z. Read (Kirkland) regarding the upcoming solicitation	Solicitation	0.90
07/17/23	GB	DI	Draft monthly fee statement	Retention / Fee Application	0.60
07/17/23	MMB	SA	Review solicitation documents in preparation for solicitation	Solicitation	0.80
07/18/23	ATO	DS	Respond to inquiries from R. Golden (Kirkland) related to	Solicitation	1.70

Bed Bath &amp; Beyond Inc.

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Invoice #: 21844

			the company's outstanding share total		
07/18/23	MMB	SA	Review correspondence with C. Liu and A. Orchowski (Kroll) and R. Golden, Z. Read and R. Fiedler (Kirkland) related to solicitation	Solicitation	0.10
07/19/23	AJG	SA	Review and analyze draft disclosure statement motion materials and procedures to be implemented in upcoming solicitation	Solicitation	0.70
07/19/23	ATO	DS	Review responses to inquiries from Z. Read (Kirkland) related to solicitation	Solicitation	0.60
07/20/23	JJR	SC	Prepare wire distribution	Disbursements	1.30
07/20/23	OB	DI	Review emails and documents related to distributions	Disbursements	0.30
07/20/23	SA	CO	Prepare incoming wire distribution	Disbursements	0.60
07/24/23	ATO	DS	Respond to inquiries from R. Fiedler (Kirkland) related to solicitation	Solicitation	1.40
07/27/23	ATO	DS	Respond to inquiries from R. Fiedler (Kirkland) related to solicitation	Solicitation	0.90
07/27/23	ATO	DS	Review responses to inquiries from R. Fiedler (Kirkland) related to solicitation	Solicitation	1.60
07/28/23	CLL	SA	Review and analyze solicitation materials and procedures to be implemented in upcoming solicitation	Solicitation	1.50
07/28/23	JJR	SC	Prepare wire distribution	Disbursements	0.60
07/28/23	JZI	SA	Review disclosure statement for purposes of distribution provisions	Disbursements	3.30
07/28/23	SA	CO	Input outgoing wire distribution	Disbursements	0.20
07/31/23	ATO	DS	Respond to inquiries from R. Fiedler (Kirkland) related to solicitation	Solicitation	0.40
07/31/23	CLL	SA	Review solicitation documents for purposes of plan-classing of creditor database	Solicitation	1.20
07/31/23	JZI	SA	Review disclosure statement for purposes of distribution provisions	Disbursements	1.20
07/31/23	MMB	SA	Review solicitation documents in preparation for solicitation	Solicitation	0.60
07/31/23	SABR	SA	Prepare Plan distribution matrix	Disbursements	1.40
<b>Total Hours</b>					<b>48.20</b>



### Hourly Fees by Employee through August 2023

<u>Initial</u>	<u>Employee Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
NGO	Goveas, Nitisha	CO - Consultant	0.50	\$150.00	\$75.00
NA	Ahmad, Nabeela	CO - Consultant	2.00	\$160.00	\$320.00
MABO	Bote, Mayur	CO - Consultant	4.30	\$160.00	\$688.00
MGOG	Gogde, Mansi	CO - Consultant	8.50	\$160.00	\$1,360.00
ANG	Gurav, Anagha	CO - Consultant	6.00	\$160.00	\$960.00
SHJ	Jain, Shikhar	CO - Consultant	1.10	\$160.00	\$176.00
MKA	Kar, Monika	CO - Consultant	17.20	\$160.00	\$2,752.00
INM	Markesinis, Ioannis N	CO - Consultant	1.20	\$160.00	\$192.00
AMI	Mishra, Anju	CO - Consultant	12.80	\$160.00	\$2,048.00
NMOR	More, Namrata	CO - Consultant	6.80	\$160.00	\$1,088.00
SPA	Pawar, Sakshi	CO - Consultant	6.00	\$160.00	\$960.00
KSH	Shaikh, Khairunnisa	CO - Consultant	10.30	\$160.00	\$1,648.00
ZSH	Shaikh, Zia	CO - Consultant	5.40	\$160.00	\$864.00
JSP	Spiegel, James	CO - Consultant	13.50	\$160.00	\$2,160.00
MET	Tawde, Medhavi	CO - Consultant	3.20	\$160.00	\$512.00
TVE	Velandy, Theertha	CO - Consultant	11.80	\$160.00	\$1,888.00
NDE	Dedhia, Nidhi	CO - Consultant	2.50	\$175.00	\$437.50
AQC	Chan, Andrew Q	CO - Consultant	2.80	\$180.00	\$504.00
TMF	Floyd, Tiffany M	CO - Consultant	4.10	\$180.00	\$738.00
RACL	Lim, Rachel	CO - Consultant	8.20	\$180.00	\$1,476.00
CCP	Pagan, Chanel C	CO - Consultant	13.10	\$180.00	\$2,358.00
SABR	Brodeur, Sarah	SA - Solicitation Consultant	1.00	\$220.00	\$220.00
MMB	Brown, Mark M	SA - Solicitation Consultant	9.90	\$220.00	\$2,178.00
MLC	Crowell, Messiah L	SA - Solicitation Consultant	47.00	\$220.00	\$10,340.00
JGA	Gache, Jean	SA - Solicitation Consultant	2.20	\$220.00	\$484.00

Bed Bath & Beyond Inc.

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JUL	Lewenson, Justin	SA - Solicitation Consultant	86.90	\$220.00	\$19,118.00
CLL	Liu, Calvin L	SA - Solicitation Consultant	80.60	\$220.00	\$17,732.00
NCS	Scully, Nickesha C	SA - Solicitation Consultant	1.50	\$220.00	\$330.00
ZS	Steinberg, Zachary	SA - Solicitation Consultant	1.00	\$220.00	\$220.00
HST	Taatjes, Hayden S	SA - Solicitation Consultant	4.50	\$220.00	\$990.00
JZI	Ziffer, Jordan	SA - Solicitation Consultant	0.50	\$220.00	\$110.00
GB	Brunswick, Gabriel	DI - Director	0.40	\$245.00	\$98.00
ATO	Orchowski, Alex T	DS - Director of Solicitation	9.50	\$245.00	\$2,327.50
DS	Sharp, David	DS - Director of Solicitation	0.20	\$245.00	\$49.00
<b>TOTAL:</b>			<b>386.50</b>		<b>\$77,401.00</b>

**Hourly Fees by Task Code through August 2023**

<b><u>Task Code</u></b>	<b><u>Task Code Description</u></b>	<b><u>Hours</u></b>	<b><u>Total</u></b>
BALL	Ballots	167.40	\$30,028.50
DISB	Disbursements	1.20	\$264.00
INQR	Call Center / Credit Inquiry	143.50	\$31,640.00
RETN	Retention / Fee Application	0.40	\$98.00
SOLI	Solicitation	74.00	\$15,370.50
<b>TOTAL:</b>		<b>386.50</b>	<b>\$77,401.00</b>

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**Time Detail**

<b><u>Date</u></b>	<b><u>Emp</u></b>	<b><u>Title</u></b>	<b><u>Description</u></b>	<b><u>Task</u></b>	<b><u>Hours</u></b>
08/01/23	ATO	DS	Conduct quality assurance review of the plan class report in preparation for solicitation	Solicitation	2.60
08/01/23	JZI	SA	Review Plan and prepare Plan distribution matrix re upcoming distributions	Disbursements	0.50
08/01/23	SABR	SA	Review Plan and prepare Plan distribution matrix re upcoming distributions	Disbursements	0.70
08/02/23	CLL	SA	Review and respond to inquiries from C. Pavlovich (Kirkland) related to landlords receiving ballot database	Solicitation	0.50
08/02/23	CLL	SA	Review and respond to inquiries from S. Margolis (Kirkland) related to outstanding solicitation items	Solicitation	1.00
08/02/23	RACL	CO	Quality assurance review of ballot filing database	Ballots	0.80
08/04/23	RACL	CO	Quality assurance review of ballot filing database	Ballots	0.60
08/07/23	ATO	DS	Respond to inquiries from D. Kastin (Bed Bath & Beyond) related to solicitation	Solicitation	0.30
08/08/23	CLL	SA	Coordinate setup of ballot platform on the case website	Solicitation	1.80
08/08/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	0.60
08/08/23	JSP	CO	Setup of electronic ballot platform on case website	Solicitation	6.00
08/08/23	MLC	SA	Coordinate setup of ballot platform on the case website	Solicitation	1.50
08/08/23	RACL	CO	Coordinate setup of ballot platform on case website	Solicitation	3.60
08/09/23	CLL	SA	Coordinate with case support re setup of ballot platform on the case website	Solicitation	5.90
08/09/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	1.60
08/09/23	HST	SA	Coordinate setup of ballot platform on the case website	Solicitation	2.00
08/09/23	JSP	CO	Setup of electronic ballot platform on case website	Solicitation	7.50
08/09/23	JUL	SA	Setup of electronic ballot platform on case website	Solicitation	1.20
08/09/23	JUL	SA	Review and analyze solicitation materials and procedures to be implemented in upcoming solicitation	Solicitation	0.90
08/10/23	ATO	DS	Confer with C. Liu (Kroll) regarding outstanding inquiries related to solicitation	Call Center / Credit Inquiry	0.50
08/10/23	CLL	SA	Coordinate setup of ballot platform on the case website	Solicitation	2.10
08/10/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	1.10
08/10/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	0.70
08/10/23	HST	SA	Coordinate setup of ballot platform on the case website	Solicitation	2.50
08/10/23	JGA	SA	Coordinate setup of ballot platform on the case website	Solicitation	0.40



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08/10/23	JUL	SA	Setup of electronic ballot platform on case website	Solicitation	0.90
08/10/23	MMB	SA	Update FAQ materials for use in connection with responses to solicitation inquiries	Call Center / Credit Inquiry	1.80
08/10/23	RACL	CO	Setup of electronic ballot platform on case website	Solicitation	1.60
08/11/23	AMI	CO	Input incoming ballot information into voting database	Ballots	2.50
08/11/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	0.20
08/11/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	0.30
08/11/23	MABO	CO	Input incoming ballot information into voting database	Ballots	0.30
08/11/23	MGOG	CO	Input incoming ballot information into voting database	Ballots	1.20
08/11/23	MKA	CO	Input incoming ballot information into voting database	Ballots	2.00
08/11/23	TVE	CO	Input incoming ballot information into voting database	Ballots	0.80
08/11/23	ZS	SA	Review and analyze solicitation materials and procedures to be implemented in ongoing solicitation	Solicitation	1.00
08/13/23	MMB	SA	Update FAQ materials for use in connection with responses to solicitation inquiries	Call Center / Credit Inquiry	3.10
08/14/23	ATO	DS	Review responses to creditor inquiries related to solicitation	Call Center / Credit Inquiry	0.50
08/14/23	ATO	DS	Respond to inquiries from J. Clarrey (AlixPartners) related to solicitation	Solicitation	0.90
08/14/23	ATO	DS	Respond to inquiries from S. Margolis (Kirkland) related to opt out elections	Solicitation	0.40
08/14/23	CCP	CO	Quality assurance review of incoming ballots	Ballots	0.60
08/14/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	1.00
08/14/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	0.80
08/14/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	2.10
08/14/23	KSH	CO	Input incoming ballot information into voting database	Ballots	2.20
08/14/23	MET	CO	Input incoming ballot information into voting database	Ballots	1.20
08/14/23	MGOG	CO	Input incoming ballot information into voting database	Ballots	2.80
08/14/23	MKA	CO	Input incoming ballot information into voting database	Ballots	2.20
08/14/23	NGO	CO	Input incoming ballot information into voting database	Ballots	0.50
08/14/23	NMOR	CO	Input incoming ballot information into voting database	Ballots	0.80
08/14/23	TVE	CO	Input incoming ballot information into voting database	Ballots	4.80
08/15/23	CCP	CO	Input incoming ballot information into voting database	Ballots	1.50
08/15/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	1.00
08/15/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	2.40
08/15/23	NA	CO	Input incoming ballot information into voting database	Ballots	1.00

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08/15/23	TMF	CO	Quality assurance review of incoming ballots	Ballots	0.20
08/15/23	TMF	CO	Input incoming ballot information into voting database	Ballots	1.50
08/16/23	AMI	CO	Input incoming ballot information into voting database	Ballots	0.80
08/16/23	ANG	CO	Input incoming ballot information into voting database	Ballots	4.30
08/16/23	CCP	CO	Input incoming ballot information into voting database	Ballots	1.90
08/16/23	CLL	SA	Update case website with Plan Treatment	Solicitation	0.60
08/16/23	CLL	SA	Update case website with balloting step by step	Solicitation	0.90
08/16/23	CLL	SA	Update FAQ materials for use in connection with responses to solicitation inquiries	Call Center / Credit Inquiry	1.00
08/16/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	1.50
08/16/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	1.50
08/16/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	1.60
08/16/23	KSH	CO	Input incoming ballot information into voting database	Ballots	0.50
08/16/23	MGOG	CO	Input incoming ballot information into voting database	Ballots	0.70
08/16/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	1.30
08/16/23	MLC	SA	Coordinate setup of ballot platform on the case website	Solicitation	2.80
08/16/23	NA	CO	Input incoming ballot information into voting database	Ballots	1.00
08/16/23	SPA	CO	Input incoming ballot information into voting database	Ballots	4.50
08/16/23	TMF	CO	Input incoming ballot information into voting database	Ballots	0.30
08/16/23	TMF	CO	Quality assurance review of incoming ballots	Ballots	1.00
08/16/23	TVE	CO	Input incoming ballot information into voting database	Ballots	0.20
08/16/23	ZSH	CO	Input incoming ballot information into voting database	Ballots	4.20
08/17/23	AQC	CO	Input incoming ballot information into voting database	Ballots	0.30
08/17/23	CCP	CO	Input incoming ballot information into voting database	Ballots	0.80
08/17/23	CCP	CO	Quality assurance review of incoming ballots	Ballots	0.50
08/17/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	1.20
08/17/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	1.10
08/17/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	7.00
08/17/23	MABO	CO	Input incoming ballot information into voting database	Ballots	2.00
08/17/23	MKA	CO	Input incoming ballot information into voting database	Ballots	3.20
08/17/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	1.40
08/17/23	MLC	SA	Coordinate setup of ballot platform on the case website	Solicitation	1.60
08/17/23	NMOR	CO	Input incoming ballot information into voting database	Ballots	1.20
08/17/23	TVE	CO	Input incoming ballot information into voting database	Ballots	0.70
08/18/23	AMI	CO	Input incoming ballot information into voting database	Ballots	1.00

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08/18/23	AQC	CO	Input incoming ballot information into voting database	Ballots	0.90
08/18/23	ATO	DS	Respond to creditor inquiries related to solicitation	Solicitation	0.30
08/18/23	CCP	CO	Input incoming ballot information into voting database	Ballots	2.40
08/18/23	CLL	SA	Create and format preliminary voting report for circulation to case professionals	Solicitation	2.00
08/18/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	0.80
08/18/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	1.10
08/18/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	8.00
08/18/23	KSH	CO	Input incoming ballot information into voting database	Ballots	0.10
08/18/23	MABO	CO	Input incoming ballot information into voting database	Ballots	0.10
08/18/23	MKA	CO	Input incoming ballot information into voting database	Ballots	1.00
08/18/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	2.60
08/18/23	NMOR	CO	Input incoming ballot information into voting database	Ballots	1.20
08/18/23	TVE	CO	Input incoming ballot information into voting database	Ballots	1.30
08/20/23	ATO	DS	Respond to inquiries from S. Margolis (Kirkland) related to solicitation	Solicitation	0.10
08/21/23	AMI	CO	Input incoming ballot information into voting database	Ballots	2.00
08/21/23	AQC	CO	Input incoming ballot information into voting database	Ballots	0.60
08/21/23	ATO	DS	Review responses to inquiries from S. Margolis (Kirkland) related to solicitation	Solicitation	0.20
08/21/23	CCP	CO	Input incoming ballot information into voting database	Ballots	0.60
08/21/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	2.40
08/21/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	2.80
08/21/23	CLL	SA	Create and format preliminary voting report for circulation to case professionals	Solicitation	1.20
08/21/23	GB	DI	Draft monthly fee statement	Retention / Fee Application	0.40
08/21/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	8.00
08/21/23	MGOG	CO	Input incoming ballot information into voting database	Ballots	0.20
08/21/23	MKA	CO	Input incoming ballot information into voting database	Ballots	2.50
08/21/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	3.40
08/21/23	MMB	SA	Review correspondence with J. Lewenson, C. Liu and A. Orchowski (Kroll) and S. Margolis (Kirkland) related to solicitation	Solicitation	0.50
08/21/23	TVE	CO	Input incoming ballot information into voting database	Ballots	0.90
08/22/23	AMI	CO	Input incoming ballot information into voting database	Ballots	1.50
08/22/23	ATO	DS	Respond to creditor inquiries related to solicitation	Call Center /	0.60

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				Credit Inquiry	
08/22/23	CCP	CO	Input incoming ballot information into voting database	Ballots	0.20
08/22/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	1.10
08/22/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	1.10
08/22/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	8.00
08/22/23	MGOG	CO	Input incoming ballot information into voting database	Ballots	1.80
08/22/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	4.60
08/22/23	MMB	SA	Review correspondence with J. Lewenson, C. Liu and A. Orchowski (Kroll) and N. Sosnick and M. Young (Kirkland) related to solicitation	Solicitation	0.50
08/22/23	NMOR	CO	Input incoming ballot information into voting database	Ballots	0.50
08/22/23	TVE	CO	Input incoming ballot information into voting database	Ballots	0.80
08/23/23	AQC	CO	Input incoming ballot information into voting database	Ballots	0.20
08/23/23	ATO	DS	Review responses to creditor inquiries related to solicitation	Call Center / Credit Inquiry	0.30
08/23/23	ATO	DS	Respond to inquiries from R. Golden (Kirkland) related to the solicitation mailing	Solicitation	0.40
08/23/23	CCP	CO	Input incoming ballot information into voting database	Ballots	0.50
08/23/23	CCP	CO	Quality assurance review of incoming ballots	Ballots	0.70
08/23/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	1.70
08/23/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	2.20
08/23/23	CLL	SA	Create and format preliminary voting report for circulation to case professionals	Solicitation	1.00
08/23/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	5.00
08/23/23	JUL	SA	Coordinate and process incoming electronic ballots in connection with audit of same	Ballots	0.80
08/23/23	KSH	CO	Input incoming ballot information into voting database	Ballots	1.50
08/23/23	MGOG	CO	Input incoming ballot information into voting database	Ballots	0.70
08/23/23	MKA	CO	Input incoming ballot information into voting database	Ballots	1.00
08/23/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	3.90
08/23/23	MMB	SA	Review correspondence with J. Lewenson, C. Liu and A. Orchowski (Kroll) and S. Margolis and Z. Read (Kirkland) related to solicitation	Solicitation	0.40
08/23/23	NDE	CO	Quality assurance review of input incoming ballot information into voting database	Ballots	0.30
08/23/23	NMOR	CO	Input incoming ballot information into voting database	Ballots	1.40
08/23/23	TVE	CO	Input incoming ballot information into voting database	Ballots	0.40
08/24/23	AMI	CO	Input incoming ballot information into voting database	Ballots	1.00

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08/24/23	ATO	DS	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	0.20
08/24/23	ATO	DS	Respond to inquiries from R. Golden (Kirkland) related to the solicitation mailing	Solicitation	0.20
08/24/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	2.20
08/24/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	1.20
08/24/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	8.00
08/24/23	MGOG	CO	Input incoming ballot information into voting database	Ballots	0.40
08/24/23	MKA	CO	Input incoming ballot information into voting database	Ballots	1.60
08/24/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	2.80
08/24/23	MMB	SA	Review correspondence with J. Lewenson, C. Liu and A. Orchowski (Kroll), creditors and nominees related to solicitation	Solicitation	0.40
08/24/23	NMOR	CO	Input incoming ballot information into voting database	Ballots	0.10
08/24/23	SABR	SA	Respond to nominee inquiries related to voting event	Call Center / Credit Inquiry	0.30
08/24/23	TVE	CO	Input incoming ballot information into voting database	Ballots	0.40
08/25/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	1.70
08/25/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	3.80
08/25/23	CLL	SA	Create and format preliminary voting report for circulation to case professionals	Solicitation	0.90
08/25/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	6.30
08/25/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	2.20
08/25/23	NCS	SA	Review correspondence related to ongoing solicitation	Solicitation	0.80
08/25/23	SHJ	CO	Input incoming ballot information into voting database	Ballots	0.10
08/25/23	TMF	CO	Input incoming ballot information into voting database	Ballots	0.10
08/26/23	ATO	DS	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	0.30
08/27/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	0.50
08/28/23	ATO	DS	Respond to inquiries from S. Margolis (Kirkland) related to solicitation	Solicitation	0.30
08/28/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	3.40
08/28/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	1.20
08/28/23	CLL	SA	Create and format preliminary voting report for circulation to case professionals	Solicitation	0.60

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08/28/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	4.00
08/28/23	JUL	SA	Quality assurance review of release opt-out forms	Solicitation	1.50
08/28/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	1.20
08/28/23	MLC	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	0.60
08/28/23	NCS	SA	Review correspondence related to ongoing solicitation	Solicitation	0.70
08/29/23	AMI	CO	Input incoming ballot information into voting database	Ballots	3.00
08/29/23	AQC	CO	Quality assurance review of incoming ballots	Ballots	0.20
08/29/23	AQC	CO	Input incoming ballot information into voting database	Ballots	0.40
08/29/23	CCP	CO	Input incoming ballot information into voting database	Ballots	3.40
08/29/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	3.80
08/29/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	2.70
08/29/23	CLL	SA	Create and format preliminary voting report for circulation to case professionals	Solicitation	1.00
08/29/23	DS	DS	Monitor and review emails re solicitation	Solicitation	0.20
08/29/23	INM	CO	Quality assurance review of incoming ballots	Ballots	1.20
08/29/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	5.60
08/29/23	JUL	SA	Quality assurance review of release opt-out forms	Solicitation	2.40
08/29/23	KSH	CO	Input incoming ballot information into voting database	Ballots	6.00
08/29/23	MABO	CO	Input incoming ballot information into voting database	Ballots	1.90
08/29/23	MET	CO	Input incoming ballot information into voting database	Ballots	0.40
08/29/23	MGOG	CO	Input incoming ballot information into voting database	Ballots	0.50
08/29/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	4.90
08/29/23	MMB	SA	Respond to creditor inquiries related to Plan solicitation	Call Center / Credit Inquiry	0.80
08/29/23	NMOR	CO	Input incoming ballot information into voting database	Ballots	0.30
08/29/23	SHJ	CO	Input incoming ballot information into voting database	Ballots	1.00
08/30/23	AMI	CO	Input incoming ballot information into voting database	Ballots	1.00
08/30/23	AQC	CO	Quality assurance review of incoming ballots	Ballots	0.20
08/30/23	ATO	DS	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	0.20
08/30/23	ATO	DS	Respond to inquiries from S. Margolis (Kirkland) related to solicitation	Solicitation	0.40
08/30/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	3.80
08/30/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	1.70
08/30/23	CLL	SA	Create and format preliminary voting report for circulation to case professionals	Solicitation	1.20

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08/30/23	JGA	SA	Update master ballot form tracker	Solicitation	1.80
08/30/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	5.00
08/30/23	JUL	SA	Coordinate and process incoming electronic ballots in connection with audit of same	Ballots	1.50
08/30/23	MET	CO	Input incoming ballot information into voting database	Ballots	1.60
08/30/23	MKA	CO	Input incoming ballot information into voting database	Ballots	3.70
08/30/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	4.60
08/30/23	MMB	SA	Respond to creditor inquiries related to Plan solicitation	Call Center / Credit Inquiry	2.40
08/30/23	NDE	CO	Input incoming ballot information into voting database	Ballots	2.20
08/30/23	NMOR	CO	Input incoming ballot information into voting database	Ballots	1.30
08/30/23	RACL	CO	Setup of electronic ballot platform on case website	Solicitation	0.60
08/30/23	TMF	CO	Quality assurance review of incoming ballots	Ballots	1.00
08/30/23	TVE	CO	Input incoming ballot information into voting database	Ballots	1.50
08/31/23	ANG	CO	Input incoming ballot information into voting database	Ballots	1.70
08/31/23	ATO	DS	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	0.20
08/31/23	ATO	DS	Respond to inquiries from S. Margolis (Kirkland) related to solicitation	Solicitation	0.60
08/31/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	3.50
08/31/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	0.80
08/31/23	CLL	SA	Coordinate and process incoming electronic ballots in connection with audit of same	Ballots	0.50
08/31/23	CLL	SA	Create and format preliminary voting report for circulation to case professionals	Solicitation	1.10
08/31/23	CLL	SA	Update master ballot database	Solicitation	1.20
08/31/23	JUL	SA	Respond to inquiries regarding solicitation process	Call Center / Credit Inquiry	3.60
08/31/23	JUL	SA	Coordinate and process incoming electronic ballots in connection with audit of same	Ballots	3.10
08/31/23	MGOG	CO	Input incoming ballot information into voting database	Ballots	0.20
08/31/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	7.60
08/31/23	RACL	CO	Setup of electronic ballot platform on case website	Solicitation	1.00
08/31/23	SPA	CO	Input incoming ballot information into voting database	Ballots	1.50
08/31/23	ZSH	CO	Input incoming ballot information into voting database	Ballots	1.20

**Total Hours****386.50**



### Hourly Fees by Employee through September 2023

<u>Initial</u>	<u>Employee Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
RHE	Hernandez, Raymond	CO - Consultant	3.30	\$100.00	\$330.00
DDS	De Souza, Delicia	CO - Consultant	0.50	\$150.00	\$75.00
NGO	Goveas, Nitisha	CO - Consultant	0.80	\$150.00	\$120.00
NA	Ahmad, Nabeela	CO - Consultant	0.30	\$160.00	\$48.00
MABO	Bote, Mayur	CO - Consultant	6.10	\$160.00	\$976.00
MGOG	Gogde, Mansi	CO - Consultant	3.00	\$160.00	\$480.00
ANG	Gurav, Anagha	CO - Consultant	0.80	\$160.00	\$128.00
SHJ	Jain, Shikhar	CO - Consultant	5.20	\$160.00	\$832.00
INM	Markesinis, Ioannis N	CO - Consultant	1.00	\$160.00	\$160.00
AMI	Mishra, Anju	CO - Consultant	0.70	\$160.00	\$112.00
NMOR	More, Namrata	CO - Consultant	2.80	\$160.00	\$448.00
SPA	Pawar, Sakshi	CO - Consultant	1.00	\$160.00	\$160.00
KSH	Shaikh, Khairunnisa	CO - Consultant	4.70	\$160.00	\$752.00
MET	Tawde, Medhavi	CO - Consultant	0.20	\$160.00	\$32.00
TVE	Velandy, Theertha	CO - Consultant	3.70	\$160.00	\$592.00
NDE	Dedhia, Nidhi	CO - Consultant	2.50	\$175.00	\$437.50
AQC	Chan, Andrew Q	CO - Consultant	0.30	\$180.00	\$54.00
TMF	Floyd, Tiffany M	CO - Consultant	2.70	\$180.00	\$486.00
RACL	Lim, Rachel	CO - Consultant	1.40	\$180.00	\$252.00
CCP	Pagan, Chanel C	CO - Consultant	1.50	\$180.00	\$270.00
TRQ	Quinn, Tim R	SC - Senior Consultant	0.60	\$195.00	\$117.00
MMB	Brown, Mark M	SA - Solicitation Consultant	6.80	\$220.00	\$1,496.00
MLC	Crowell, Messiah L	SA - Solicitation Consultant	11.50	\$220.00	\$2,530.00
JUL	Lewenson, Justin	SA - Solicitation Consultant	8.70	\$220.00	\$1,914.00
CLL	Liu, Calvin L	SA - Solicitation Consultant	36.40	\$220.00	\$8,008.00



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GB	Brunswick, Gabriel	DI - Director	0.80	\$245.00	\$196.00
ATO	Orchowski, Alex T	DS - Director of Solicitation	22.20	\$245.00	\$5,439.00
<b>TOTAL:</b>			<b>129.50</b>		<b>\$26,444.50</b>

**Hourly Fees by Task Code through September 2023**

<b><u>Task Code</u></b>	<b><u>Task Code Description</u></b>	<b><u>Hours</u></b>	<b><u>Total</u></b>
BALL	Ballots	85.30	\$16,445.50
INQR	Call Center / Credit Inquiry	3.40	\$758.00
RETN	Retention / Fee Application	0.80	\$196.00
SOLI	Solicitation	40.00	\$9,045.00
<b>TOTAL:</b>		<b>129.50</b>	<b>\$26,444.50</b>

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**Time Detail**

<b><u>Date</u></b>	<b><u>Emp</u></b>	<b><u>Title</u></b>	<b><u>Description</u></b>	<b><u>Task</u></b>	<b><u>Hours</u></b>
09/01/23	ATO	DS	Conduct quality assurance review of the preliminary voting report	Solicitation	0.60
09/01/23	ATO	DS	Respond to inquiries from S. Conley (Squire Patton Boggs) related to solicitation	Solicitation	0.40
09/01/23	CCP	CO	Quality assurance review of incoming ballots	Ballots	0.80
09/01/23	CLL	SA	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	1.90
09/01/23	CLL	SA	Respond to nominee inquiries related to solicitation	Call Center / Credit Inquiry	0.60
09/01/23	CLL	SA	Coordinate and process incoming electronic ballots in connection with audit of same	Ballots	2.60
09/01/23	CLL	SA	Create and format preliminary voting report for circulation to case professionals	Solicitation	2.50
09/01/23	CLL	SA	Quality assurance review of incoming ballots	Ballots	1.40
09/01/23	JUL	SA	Quality assurance review of release opt-out forms	Solicitation	1.00
09/01/23	JUL	SA	Coordinate and process incoming electronic ballots in connect with audit re same	Ballots	2.80
09/01/23	JUL	SA	Input incoming ballot information into voting database	Ballots	4.20
09/01/23	KSH	CO	Input incoming ballot information into voting database	Ballots	3.50
09/01/23	MABO	CO	Input incoming ballot information into voting database	Ballots	2.70
09/01/23	MET	CO	Quality assurance review of incoming ballot information	Ballots	0.20
09/01/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	1.90
09/01/23	NMOR	CO	Input incoming ballot information into voting database	Ballots	1.20
09/01/23	RACL	CO	Quality assurance review of ballot filing database	Ballots	0.80
09/01/23	TMF	CO	Input incoming ballot information into voting database	Ballots	0.20
09/01/23	TRQ	SC	Quality assurance review of ballot filing database	Ballots	0.60
09/02/23	ATO	DS	Respond to inquiries from R. Fiedler (Kirkland) related to solicitation	Solicitation	0.80
09/02/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	2.00
09/04/23	ANG	CO	Input incoming ballot information into voting database	Ballots	0.80
09/04/23	CLL	SA	Quality assurance review of incoming ballots	Ballots	0.70
09/04/23	KSH	CO	Input incoming ballot information into voting database	Ballots	1.20
09/04/23	MABO	CO	Review and analyze priority return mail	Ballots	3.40
09/04/23	MGOG	CO	Input incoming ballot information into voting database	Ballots	3.00
09/04/23	NGO	CO	Quality assurance review of incoming ballots	Ballots	0.80
09/04/23	NMOR	CO	Input incoming ballot information into voting database	Ballots	0.90
09/04/23	SHJ	CO	Input incoming ballot information into voting database	Ballots	5.20

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09/04/23	SPA	CO	Input incoming ballot information into voting database	Ballots	1.00
09/04/23	TVE	CO	Input incoming ballot information into voting database	Ballots	3.00
09/05/23	ATO	DS	Conduct quality assurance review of the preliminary voting report	Solicitation	1.30
09/05/23	ATO	DS	Respond to inquiries from M. Catherine Young (Kirkland) related to the voting results	Solicitation	0.40
09/05/23	ATO	DS	Conduct quality assurance review of the draft vote declaration	Solicitation	1.20
09/05/23	ATO	DS	Confer with N. Sosnick and R. Fiedler (Kirkland) regarding the voting results	Solicitation	0.40
09/05/23	CLL	SA	Create and format preliminary voting report for circulation to case professionals	Solicitation	2.50
09/05/23	CLL	SA	Quality assurance review of incoming ballots	Ballots	5.80
09/05/23	CLL	SA	Prepare vote declaration	Solicitation	1.20
09/05/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	6.20
09/05/23	MMB	SA	Quality assurance review of incoming ballots	Ballots	2.10
09/05/23	NDE	CO	Quality assurance review of incoming ballot information	Ballots	2.50
09/05/23	NMOR	CO	Input incoming ballot information into voting database	Ballots	0.20
09/05/23	TMF	CO	Input incoming ballot information into voting database	Ballots	2.50
09/05/23	TVE	CO	Input incoming ballot information into voting database	Ballots	0.20
09/06/23	ATO	DS	Conduct quality assurance review of the preliminary voting report	Solicitation	1.10
09/06/23	ATO	DS	Respond to inquiries from N. Sosnick (Kirkland) regarding the voting results	Solicitation	0.60
09/06/23	ATO	DS	Confer with C. Liu (Kroll) regarding the opt out report	Solicitation	0.50
09/06/23	ATO	DS	Confer with C. Liu (Kroll) regarding the voting report	Solicitation	0.70
09/06/23	CLL	SA	Process incoming release opt-out forms	Solicitation	0.70
09/06/23	CLL	SA	Quality assurance review of incoming ballots	Ballots	2.90
09/06/23	CLL	SA	Quality assurance review of release opt-out forms	Solicitation	1.70
09/06/23	CLL	SA	Prepare vote declaration	Solicitation	1.00
09/06/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	0.50
09/06/23	MMB	SA	Quality assurance review of incoming ballots	Ballots	4.70
09/07/23	AMI	CO	Input incoming ballot information into voting database	Ballots	0.30
09/07/23	ATO	DS	Respond to inquiries from M. Catherine Young (Kirkland) related to the voting results	Solicitation	1.30
09/07/23	ATO	DS	Respond to inquiries from R. Fiedler (Kirkland) related to solicitation	Solicitation	1.10
09/07/23	ATO	DS	Respond to inquiries from N. Sosnick (Kirkland) related to solicitation	Solicitation	1.40
09/07/23	ATO	DS	Conduct quality assurance review of the vote declaration	Solicitation	3.20
09/07/23	CLL	SA	Review and respond to inquiries from S. Margolis (Kirkland) related to voting results	Call Center / Credit Inquiry	0.50

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09/07/23	CLL	SA	Prepare vote declaration	Solicitation	4.40
09/07/23	CLL	SA	Quality assurance review of electronically filed ballots	Ballots	2.00
09/07/23	CLL	SA	Quality assurance review of incoming ballots	Ballots	4.00
09/07/23	DDS	CO	Coordinate and manage offsite ballot intake center logistics	Ballots	0.50
09/07/23	JUL	SA	Quality assurance review of release opt-out forms	Solicitation	0.70
09/07/23	MLC	SA	Quality assurance review of incoming ballots	Ballots	0.90
09/07/23	NMOR	CO	Input incoming ballot information into voting database	Ballots	0.50
09/07/23	RHE	CO	Setup of electronic ballot platform on case website	Solicitation	2.50
09/08/23	ATO	DS	Respond to creditor inquiries related to solicitation	Call Center / Credit Inquiry	0.30
09/08/23	ATO	DS	Respond to inquiries from S. Margolis (Kirkland) related to solicitation	Solicitation	0.60
09/08/23	ATO	DS	Confer with G. Brunswick (Kroll) regarding the confirmation hearing	Solicitation	0.30
09/08/23	RACL	CO	Quality assurance review of ballot filing database	Ballots	0.60
09/11/23	AMI	CO	Input incoming ballot information into voting database	Ballots	0.40
09/11/23	ATO	DS	Prepare for the confirmation hearing	Solicitation	1.40
09/11/23	TVE	CO	Input incoming ballot information into voting database	Ballots	0.50
09/12/23	ATO	DS	Prepare for the confirmation hearing	Solicitation	1.50
09/12/23	ATO	DS	Travel to confirmation hearing (half time)	Solicitation	0.80
09/12/23	ATO	DS	Participate in the confirmation hearing	Solicitation	2.20
09/12/23	INM	CO	Quality assurance review of incoming ballots	Ballots	0.20
09/12/23	NA	CO	Input incoming ballot information into voting database	Ballots	0.30
09/18/23	CCP	CO	Input incoming ballot information into voting database	Ballots	0.20
09/18/23	GB	DI	Draft monthly fee statement	Retention / Fee Application	0.80
09/18/23	INM	CO	Input incoming ballot information into voting database	Ballots	0.80
09/19/23	CCP	CO	Quality assurance review of incoming ballots	Ballots	0.10
09/25/23	CCP	CO	Input incoming ballot information into voting database	Ballots	0.30
09/26/23	AQC	CO	Input incoming ballot information into voting database	Ballots	0.30
09/27/23	ATO	DS	Respond to creditor inquiries related to distributions	Call Center / Credit Inquiry	0.10
09/27/23	RHE	CO	Quality assurance review of ballot filing database	Ballots	0.80
09/28/23	CCP	CO	Input incoming ballot information into voting database	Ballots	0.10

**Total Hours 129.50**